

2	98765	HM/FAB00008	magenta-XL	Fabric	1'...100CANOPY VISCOSE50-50...BAMBOO-CHARCOAL-061ALKALI PADDING...2%100100% CUPRO YARN	3/10/2024	YRDS	408.00	10.00	4080.00	408.00 (10%)	200	3872.00
Integrated GST								5.00%					183.60
3	98765	HM/FAB00007	RFD-XXS	Fabric	HM...COTTON DYED...2/1'...100CARD ED COMPACT10-54...BCI COTTON -03210,ACETATE-01920,ACRYLIC-01270AIR O FINISH...2%100BCI	3/10/2024	MTR	30.60	10.00	306.00	15.30 (5%)	500	790.70
Integrated GST								5.00%					14.54
										448.80		4488.00	5057.22

PO No : PO/23-24/F/0050

Remarks :

Delivery Schedule :

Shahi exports Pvt.Ltd.

Authorised Signatory

Terms And Conditions :

1. This fabrics/trims/accessories was booked by our "Client/Retailer" directly with your company. In the event the client /retailer cancels this order with us, we reserve the unconditional right to cancel the same with you, stop accepting the dispatches from you , return the uncut fabric lying in our factory and recover the invoiced amounts from you if it is already paid to you
2. In case of discrepancy in > a) GST rate b) HSN code c) GST number of respective branch, the same should be brought to the notice of Shahi and the same be rectified failing which the goods will not be procured. In case taxes other than GST are to be levied in the invoice each such tax should be seperately mentioned in the invoice
3. Supplier to mention our purchase order number and unit of measure as applicable, gross weight, net weight, width if applicable on the challan, packing list and bill/invoice and supplier to forward copy of invoice, debit note, credit note, delivery challan, packing slip, inspection reports, test certificates wherever applicable, warranty certificate as per PO terms, lorry receipts to the concerned department from where purchase order has been issued along with the dispatch.
4. Supplier should issue the credit note / debit note within 7 days of receipt of corresponding debit note / credit note issued by Shahi to enable the matching at GSTN.
- 5 . The vendor is required to sign and return a duplicate copy of the P.O as a token of acceptance. P.O. shall be deemed as accepted in the event of Non-receipt of P.O. acceptance in writing within 2 days of receipt of P.O. at your end
6. Any discounts provided by the Supplier should be included on the face of the invoice and should be as per the terms indicated in the agreement.
- 7 . The time stipulated in the order for delivery of the goods shall be of the essence of the contract/order and the Seller will deliver the goods in the manner and at the time so stipulated without prejudice to any other rights and remedies of the Shahi. Shahi may cancel the order without any liability for breach of contract if the goods are not delivered by the stipulated date.
8. The goods shall be packed or crated and protected as necessary during transit in such a manner as to reach Shahi in good condition. Final inspection and acceptance of materials shall be carried out at our site and in case of any defects with respect to IS standard and/ or ordered specifications, the materials shall be liable for rejection and the same shall be replaced at no extra cost to us.

9 . In case of rejection, Shahi shall inform the same vide Rejection Memo/Letter/Over telephone/email. Supplier would arrange to lift the rejected material from our site within 7 days of such intimation; otherwise Shahi shall book to you on “To Pay” basis at your risk and costs. Supplier must make good replacement of so rejected material immediately as per instructions.

10 . Supplier shall indemnify Shahi against any loss, damage or injury suffered by Shahi howsoever caused (including in cases where taxes, interest, penalty or any other amount / charge / liability / professional cost related to litigation becomes payable by Shahi or input tax credit is denied to Shahi due to failure of the Supplier to comply with relevant laws / regulations applicable in India or abroad) and from and against any claim in respect of loss, damage or injury made against Shahi by Third parties and any costs and expenses arising in connection therewith which result whether directly or indirectly from the failure of the Supplier to comply with the terms of the contract (whether negligent or other-wise) and in particular but without prejudice to the generality of the foregoing result from a defect in the goods or their material or workmanship or (if the Seller shall have designed the goods) their design.

11 . Any demurrage, wharf age or similar charges which Shahi has to undergo on account of failure to book the goods by the supplier in accordance with the order or late delivery of the required receipts/documents shall be borne by Supplier.

12. Supplier is committed to supply as per the ordered quantity, quality and schedule. In case supplier fails to do so; he would be entirely responsible for any loss arising to us on account of supplier's such act. Quantities received by Shahi in excess of quantities specified herein may be returned at their option, at Supplier's expenses. Such excess quantities, if not rejected by Shahi, should be included in the invoice sent by the supplier charging applicable taxes.

13. Shahi reserves the right at all reasonable times to inspect and test the goods during manufacture at the Suppliers Work and the Supplier shall provide all such cooperation and facilities as may reasonably be required by Shahi to enable it to exercise such right. Shahi shall have the right to reject any goods considered defective in workmanship or design or inferior in quality or material provided that no such inspection or any failure to reject the goods shall constitute or imply acceptance thereof.

14. Warranty: Supplier shall warrant that all the material supplied shall be new and of required quality as per Order Specifications and free from any manufacturing, material defects and / or poor workmanship. The items supplied against the PO shall be covered under the agreed warranty period in this order . In case of any issues/defects addressed by us during the warranty period, you shall arrange to replace/repair the defective material free of cost within the mutually acceptable time.

15. If Shahi is prevented from taking delivery of the goods by reasons of Strike, Lockout, Fire, Accident, Riots, War, Natural Calamities, Political Upheaval, Govt. Regulations or any other unforeseen contingencies, causing stoppage of work or any other cause beyond its control, Shahi reserves the right at its option to suspend the delivery of goods or modify the order or to cancel the order in whole or in part without being liable for any compensation and or claim of any description.

16. Shahi reserves the right to vary the order or the specification of the goods but no such variation can be made by the Supplier unless authorized in writing by

16. Shahi reserves the right to vary the order or the specification of the goods but no such variation can be made by the Supplier unless authorized in writing by Shahi. Shahi shall pay no increased price in respect of such variation unless the amount of such increase shall have been agreed by Shahi at the time such variation was authorized or requested by the Shahi.

17. In case of advance payment, supplier to ensure that material is dispatched within 48 hours of his getting the payment Further, the Supplier has to ensure that Advance Receipt Voucher is provided to Shahi within 48 hours of receipt of such advances.

18. Supplier will have to produce sufficient proof that GST amount on purchases/ services have been paid by him and accordingly reflected in GST return. If such taxes is not paid then equivalent payment along with interest shall be held back and deducted from next payment, and will be released subsequently on production of proof.

19. In case where documents are negotiated through bank, documents to be sent to the designated bank. Shahi and supplier would be paying their respective bank charges.

20. During execution of this order, if any delay is observed due to reasons attributable to you other than force majeure conditions, Shahi is at liberty to cancel the order in Full/Part at any point of time without assigning any reasons whatsoever and take alternative sourcing measures at Supplier risk and cost.

21. In case of Fabric purchase orders, In case Shahi receives the fabric in higher width than specified in Purchase Order, Shahi will have a RIGHT to reduce the order quantity because of lower consumption of fabric due to increased width received.

22. If you are registered under Micro, Small and Medium Enterprises Development Act, 2006, a certificate from your auditors should be sent at accounts.fbd@shahi.co.in.

23. In case of Fabric / Trims purchase orders, order quantity tolerance allowed as mentioned below (per color/combo) order qty Tolerance 100k & Above +/-0.50% 50k & below 100k +/-1.00% 10k & below 50k +/-2.00% below 10k +/-3.00%

24. In the case of foreign services and imports kindly ensure Permanent Establishment (PE) declaration is submitted as per Indian Income Tax Law so that applicable tax rules may be applied. If there is no Permanent Establishment in India, a declaration to this effect in given format should be immediately sent on following e mails failing which Tax will have to be deducted as per applicable rates. mukesh.rao@shahi.co.in, deepshikha.gupta@shahi.co.in

25. Company has taken insurance for its goods in transit and the Insurance Details are as follows Company Name - Tata AIG General Insurance Company Limited.

26. The Supplier shall not without the prior written consent of Shahi subcontract the execution of the contract or any part thereof nor assign or transfer the contract or any part thereof to any other persons. Where such consent as aforesaid is given by Shahi in writing, the Supplier shall obtain the agreement of its subcontractors to conditions similar to those contained herein and any other conditions which shall apply to the contract between the Shahi and the Supplier.

27. All designs, drawings and specifications furnished by Shahi to the Supplier shall remain the sole and exclusive property of Shahi and are to be treated as confidential by the Supplier and disclosed only to such employees of the Supplier as are properly engaged in the execution of the order and for the purposes of the contract. All such designs, drawings and specifications shall be returned to Shahi on completion of the contract/order.

28. This agreement and the PO issued under this agreement shall be subject to exclusive jurisdiction of courts situated within limits of Bangalore. Neither the vendor nor Shahi shall take or adopt any legal proceedings to enforce any claim against the other relating to this order to arising there from in any Court other than the Court of Competent jurisdiction located within limits of Bangalore.

29. Vendor's Acceptance to supply goods against this purchase order implies that vendor has taken a list of banned chemicals and substances from our purchase department. Vendor guarantees that such chemicals and substances will not be present in the products supplied by them or if present they will be within the limits prescribed by us. Vendor agrees to indemnify us from any losses or damages that we may sustain due to non-compliance of this condition. We also reserve the right to return all goods that do not comply with this condition.

30. The Supplier will be liable to comply with all the compliance as may be prescribed to ensure that the compliance rating is not reduced below the prescribed limit. Notwithstanding anything else contained in the agreement, in the event of blacklisting of the supplier i.e. compliance rating reducing below the prescribed limit, the amount related to tax will be paid only on receipt of input tax credit.

31. For the purpose of this agreement, the term 'GST' shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST'), Union Territory Goods and Service Tax ('UTGST'), Integrated Goods and Services Tax ('IGST') and any other taxes levied under the GST related legislations in India as may be applicable. The term 'GST legislation/s' should be accordingly interpreted.

*** For Work Order Services ***

32. The Contractor shall fulfil all the Insurance, PF & Labour License as per the latest Statutory requirements and furnish the same to SEPL (Shahi Exports Private Limited) in time.

33. Helmet, shoes and other relevant PPE (Personal Protective Equipment) shall be used by the workers deployed by the Contractor during execution of the Work.

34. In case of any loss that might be caused to SEPL due to lapse on the part of the workers deployed by the Contractor, such loss shall be compensated by the contractor/contracting agencies and in this connection, SEPL has the right to deduct appropriate amount from the bill etc. to make good such loss to SEPL besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, SEPL shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever and without any financial liability on part of SEPL.

35. The Contractor agrees to maintain all the relevant records and submit periodical returns as required under various Labour Legislations like Contract Labour (Regulation and Abolition) Act 1970, Factories Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, etc., and shall perform all the statutory obligations as applicable under any statutory provisions. The contractor shall maintain registers covering Attendance register, leave register, OT register, register of wages/salary payment etc. Contractor shall fulfill all statutory compliance pertaining to various labour enactments applicable to him from time to time and ensure to remit EPF contribution before 15th of following month pertaining to each & every workmen / Employee deployed by him to work in our premises. The remittance details must be produced while submitting following month's bills.

36. No correspondence with SEPL shall be entertained in case of any dispute with the regulating authority or your employee in this respect

37. MSME registration number null is required to be updated on Vendor Portal, if registered under MSME Development Act, 2006.

38. FOR FABRIC: WHEN BCI / ORGANIC CERTIFICATE IS REQUIRED - BCI / ORGANIC certificate to be provided in 10 days of shipment of fabric otherwise Rs 50,000/- will be debited for each PO.

39. The Supplier will be liable to comply with all the compliance as may be prescribed to ensure that the compliance rating is not reduced below the prescribed limit. Notwithstanding anything else contained in the agreement, in the event of blacklisting of the supplier i.e. compliance rating reducing below the prescribed limit, the amount related to tax will be paid only on receipt of input tax credit.

***** END *****